Assignment of Commercial Advertisement Rights in MahadevapuraZone-1 of Bengaluru East City Corporation.

DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BECC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the BECC to theprospective Biddersoranyother person.The purpose of this Tender istoprovide interested parties with information that may be useful to them in making their qualification proposals and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrivedatbytheBECC.Suchassumptions,assessmentsandstatementsdono t purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments,statementsand information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete orauthoritativestatementoflaw. The BECC acceptsnoresponsibilityforthe accuracyor otherwisefor any interpretation or opinion on law expressed herein.

The BECC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expensewhichmayarisefromorbeincurred orsufferedonaccountofanythingcontainedinthisTender orotherwise,includingthe accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment,assumption,statementorinformationcontained therein ordeemedtoform part ofthis Tender or arising in any way in this Bid Stage.

The BECC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever causedarisingfrom reliance ofanyBidder uponthe statements contained in this Tender. The BECC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the BECC is bound to select a Bidder or to appoint the Selected Bidder and the BECC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BECC or any other costs incurred in connection with or relating to its Bid.All such costs and expenses will remain with the Bidder and the BECC shall not be liable in any manner whatsoever for the same or for any othercosts or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Contents

BENGALURU EAST CITYCORPORATION.....**7**

INVITATIONFORTENDER(IFT).....**7**

1. INTRODUCTION.....**10**

1. ROADSWITH WIDTHNOT LESSTHAN 18 METERS.....**10**

2. AREAS DECLARED AS COMMERCIAL OR BUSINESS OR INDUSTRIAL IN THE 2015 MASTER PLAN OF BENGALURU CITY THE ROADS WITH WIDTH NOT LESS THAN 6 METERSTHECOMMERCIALADVERTISEMENTSAREALLOWED **10**

3. CIRCLES.....**10**

2. INSTRUCTIONS TOTHE BIDDERS.....**21**

4. RIGHTTOACCEPTANDTOREJECTANYORALLBIDS.....**25**

5. CLARIFICATIONS.....**26**

6. AMENDMENT OFTENDER.....**27**

7. BIDSUBMISSION.....**27**

8. LANGUAGE.....**27**

9. SEALINGAND MARKINGOF TENDERS.....**27**

A. THE BIDDER SHALL PROVIDE ALL THE INFORMATION SOUGHT UNDER THIS RFP. THE BECC WILL EVALUATE ONLY THOSE BIDS THAT ARE RECEIVED IN THE REQUIRED FORMATS AND COMPLETE IN ALL RESPECTS ON THE KPP PORTAL MODE ONLINE AT HTTPS://KPPP.KARNATAKA.GOV.IN. INCOMPLETE AND /OR CONDITIONAL BIDS SHALLBELIABLEFORREJECTION **27**

(III) LATE TENDERS.....**29**

ANY TENDERER TRYING TO SUBMIT THE TENDER AFTER DEADLINE WILL NOT BE ACCEPTED IN THE KPPPORTAL

…… 29

10. OPENINGANDEVALUATIONOFBIDS……30

A. GENERAL……30

1) EVALUATION PARAMETERS……33

16. DUEDATEFORPAYMENT OFMONTHLY ADVERTISEMENT FEESBYBID WINNER……35

THE MONTHLY ADVERTISEMENT FEES BECOME DUE TO BE PAID AFTER SIX-MONTHS PREPARATORY PERIOD FROM THE DATE OF ASSIGNMENT OF ADVERTISING RIGHTS UNDERTHEGREATERBENGLAURUAREAADVERTISEMENTRULES2025.THEDATEOF SIGNING OF THE AGREEMENT SHALL BE THE DATE OF ASSIGNMENT OF ADVERTISING RIGHTS AND IS CALLED THE "EFFECTIVE DATE" FOR THE PURPOSES OF PAYMENT OF ADVERTISEMENT FEES. THE ADVERTISEMENT FEES SHALL BE PAID FOR EACH COMPLETED MONTH FROM THE DATE THEY BECOME DUE. ANY DELAY IN PAYMENT OF THE AUTHORIZED ADVERTISEMENT DUES SHALL BE LEVIED INTEREST CHARGES AT A RATE OF EIGHTEEN PERCENT (18%) FOR THE DELAYED PAYMENTS. THE TERMINATION FOR NON-PAYMENT OF THE MONTHLY ADVERTISEMENT DUES IN- TIME IS A SEPARATE LIABILITY APART FROM THE INTEREST PAYMENT FOR THE DELAY AND THE INTEREST PAYMENT FOR THE DELAYS DOES NOT SAVE THE BID WINNERFROMTHELIABILITY FORTERMINATION FORNON-PAYMENT IN TIME

…… 35

17. TERMINATION……35

1) NON-PAYMENT OR DEFAULT IN MONTHLY ADVERTISEMENT FEE BY THE BID WINNER SHALL BE A MAJOR BREACH OF AGREEMENT AND THE AGREEMENT SHALL BE TERMINATED WITH ASEVEN DAYS'NOTICE BY THE BECC IN EVENT OF NON-PAYMENT OF THE SAME AT ANY TIME ONCE THE DUE DATE OF PAYMENT OF THE MONTHLY ADVERTISEMENT FEE HAS PASSED AND THE SAME HAS NOT BEEN PAID

…… 35

2) THE MONTHLY ADVERTISEMENT FEE PAYMENT DEFAULT IS DEEMED TO HAVE HAPPENEDINCASEOFNON-PAYMENTBYTHEDATEWHENTHEADVERTISEMENTFEE BECOMESDUEFORPAYMENT

.....
35

18. CONTACTSDURINGTHEBIDEVALUATION.....35

BIDS SHALL BE DEEMED TO BE UNDER CONSIDERATION IMMEDIATELY AFTER THEY ARE OPENED AND UNTIL SUCH TIME THE BECC MAKES OFFICIAL INTIMATION OF AWARD/ REJECTION TO THE BIDDERS. WHILE THE BIDS ARE UNDER CONSIDERATION,BIDDERS AND/ OR THEIR REPRESENTATIVES OR OTHER INTERESTED PARTIES ARE ADVISED TO REFRAIN FROM CONTACTING BY ANY MEANS, THE BECC AND/ OR THEIR EMPLOYEES/ REPRESENTATIVES ON MATTERS RELATED TO THE BIDS UNDER CONSIDERATION
.....
35

19. FRAUDANDCORRUPT PRACTICES.....35

20. PRE-BIDCONFERENCE.....37

1) PRE-BID CONFERENCES OF THE BIDDERS SHALL BE CONVENED ON THE DATE SPECIFIEDIN SCHEDULE OF BIDDINGPROCESSGIVEN IN THIS TENDER
.....
37

21. MISCELLANEOUS.....37

(1) THEBIDDINGPROCESSSHALLBEGOVERNEDBY,ANDCONSTRUEDI NACCORDANCE WITH, THE KARNATAKA TRANSPARENCYIN PUBLIC PROCUREMENT ACT1999AND
RULES THEREUNDER READ WITH THE LAWS OF INDIA. THE COURTS AT BENGALURU SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES ARISING UNDER, PURSUANTTOAND/ORINCONNECTIONWITHTHEBIDDINGPROCESS
.....
37

(2) THE BECC, IN ITS SOLE DISCRETION AND WITHOUT INCURRING ANY OBLIGATION OR LIABILITY,RESERVESTHE RIGHT, AT ANY TIME,TO;
.....
37

22. AMENDMENTOFTHE TENDER.....40

23. ESCALATION.....40

INCASEOFTHE WINNING BID AWARDEDTOTHE BIDWINNER.....**40**

APPENDIX-I.....**42**

ANNEXURE-2.....**45**

ANNEXURE-3.....**46**

ANNEXURE-4.....**47**

APPENDIX-II.....**48**

APPENDIX- III.....**50**

APPENDIX–IV.....**51**

2. ESCALATION:INCASEOFTHEWINNINGBIDAWARDEDTOTHEBID WINNER.....**54**

BengaluruEast CityCorporation

OfficeoftheCommissioner,RHB Colony, Opp to Phoenix Mall, Mahadevapura, Bengaluru -560048 email: adcrbecc@gmail.com

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No:BECC/EE/MP&CS/PR/11/2025-26 Date:25.02.2026

INVITATIONFORTENDER(IFT)
(Two cover system)
(ThroughGOKKPPPortalonly)

1. The Commissioner,BECC through advertisements department invites bids through Karnataka Public Procurement Portal from eligible licensed / registered advertisers with BECC / any otherBengaluruCityCorporationforassignmentofcommercialadvertisement rights in 2-Zones in accordance with the Greater Bengaluru Area (Advertisement) Rules 2025.
2. All interested bidders shall submit their bids electronically through KPPP portal website https://kppp.karnataka.gov.in.

Name of Work	**:**	**AssignmentofCommercialAdvertisementRightsinMahadevapuraZone-1ofBengaluru East CityCorporation.**

Thetenderscheduleisasmentionedbelow:

TenderNotificationNo.	**No:BECC/**EE/MP&CS/PR/11/2025-26 Dt: 25-03-2026
DatefromwhichBiddocumentisready to downloadthroughKarnatakaPublic ProcurementPortalofGovernmento f Karnataka (https://kppp.karnataka.gov.in)	23.03.2026 from 15:00Hrs
DateofPre-bidMeetingandvenue	25.03.2026at15.00Hrs Office of the Addl. Commissioner (Revenue), BECC, RHB Colony,Opp to Phoenix Mall, Bengaluru - 560048
Lastdateforseekingclarificationif any	25.03.2026at 4.00 PM
Last date and time for uploading of tender in Karnataka Public Procurement Portal platform	30.03.2026upto16.00Hrs

Dateandtimeofopeningoftenders: Technical Bid & Technical Evaluation	01.004.2026at 4.30 PM
Date and time of opening of tenders: Commercial Bid of technically qualified bidders (If Possible)	Immediatelyaftertechnical evaluation
ContactPersonforqueries	Additional Commissioner (Advertisements),Mo bile: 8050899833 EMail:adcrbecc@gmail.com
PlaceofOpeningofTendersandAddress for communication	Office of the Addl Commissioner (Revenue)BECC, RHB Colony, Opp to Phoenix Mall, Bengaluru - 560048.
EMDAmount	Rs.20Lakhs(outofwhichRs.16Lakh as Bank Guarantee and rest Rs 4 Lakhs paid in KPP Portal) for each Zone wise bid

Note: Completedtendershallbe uploadedthroughKarnatakaPublicProcurement Portal system only in the manner described in this Tender on or before the last date & time stipulated.

Addl Commissioner (Revenue),
Bengaluru East City Corporation.

Table1:Otherimportantinformationrelatedtothetender.

Sl. No.	Item	Description
1	BidValidityPeriod	90 daysfromthelastdateof submission of proposals.
2	Payment of 6-monthsofbidvalue	As per Greater Bengaluru Area (Advertisement) Rules 2025.
3	Deadline/ last date for signing contract	Within 15 working days of notice of award.
4	Term or time period for which the Commercial Advertisement Rights will be assigned and the agreement will be entered into with the bid winner of each	10-Years from the date ofAgreement

	Zone	

Addl Commissioner (Revenue),
Bengaluru East City
Corporation.

1. Introduction

Background

Bengaluru East City Corporation (BECC) is one of five City Corporations for Bengaluru City which is the third largest Metropolitan City in India and has seen tremendous growth since the city was established. Bengaluru East City Corporation (BECC) (first established as Greater Bengaluru MunicipalCorporation on 27 March 1862) has been responsible for sustaining and managing Bengaluru's civic body and infrastructure. The BECC is also responsible under section 160, 161, 162 and 163 of the Greater Bengaluru Governance Act, 2024, for the complete regulation, management and according approval to erect, exhibit, fix or retain any kind of advertisement or display within the Corporation limits.

The Greater Bengaluru Area (Advertisement) Rules 2025 have been promulgated under the Greater Bengaluru Governance Act 2024 (GBG Act 2024) which prescribes the details of operationalization of the provisions of the GBG Act 2024 with respect to advertisements.

The Bengaluru East City Corporation (BECC) desires to assign the rights to qualified registered/licensed advertisers for commercial advertisements in the BECC as per the Greater Bengaluru Area (Advertisement) Rules 2025.

The whole BECC has been divided into 2 Zones and the bids are called in this RFP for each Zone as a unit. The following type of areas/roads, as detailed in Annexure-1, will be available to the bid winners to commercially advertise in a zone – strictly as per the Greater Bengaluru Area (Advertisement) Rules 2025 –

1. Roadswithwidthnotlessthan18meters
2. Areas declared as commercial or business or industrial in the 2015 Master Plan of Bengaluru City the roads with width not less than 6 meters the commercial advertisements are allowed.
3. Circles

The abstract of the expected Square Feet of the advertisement space available in Zone-1 and the minimum prescribed bid value based on the per square foot rate as per the Greater Bengaluru Area (Advertisement) Rules 2025, is a follow's

Sl. No.	East City Corporation &Zone	No of Roads as per the minimumrateallowedin bid		Lengthofvariousroadsin KM		Minimum Monthly Advertisement Fee forbidas per (Rate x Length x Ad
		Rs70/ Sqft	Rs75/	Rs70/ Sqft	Rs75/ Sqft	

		permonth roads	Sqftper month roads	permonth roads	permonth roads	SpaceperKM)
1	**2**	**3**	**4**	**5**	**6**	**8**
1	East, Zone-1 Mahadevapura	51	18	131.95	93.15	₹7,84,31,000

NOTE: The above numbers are the minimum quantum of the advertisementspace in each Zone and the BECC as well as the Bid Winner are at liberty to identify more areas and roads in accordance with the Greater Bengaluru Area (Advertisement) Rules2025 for which, thereupon,the commercial advertisement rights will be assigned to the Bid Winner of the Zone at the tender winning rate,at the discretion of the BECC. Any additional commercial advertisement space assigned toaBidWinner shallbe liable topaytheMonthlyAdvertisement Feesas per the bid winning rate and in accordance with the Greater Bengaluru Area (Advertisement) Rules 2025. Further, with respect to the additional Advertisement Space assigned to a bid winner, he shall deposit to the BECC additional Performance Bank Guarantee or Security equal to six months' Monthly Advertisement Fee for the additional advertisement space so assigned as prescribed in Greater Bengaluru Area (Advertisement) Rules 2025.

Note: As per Rule 8 of the Greater Bengaluru Area (Advertisement) Rules 2025 the commercial advertisement space being given under this tender does not include the PPP or public infrastructure advertisement or the Metro Advertisement rights already assigned or as may be assigned under the said Rule18 hereinafter by the BECC. The same shall be saved. The decision of the Commissioner as per Rule 18 and the other Greater Bengaluru Area (Advertisement) Rules 2025 in this regard shall be final. Similarly, the legacy advertisements and the LED self-advertisements converted into Commercial Advertisements under Rule 8 shall not count towardsthe quantum of commercial advertisements that can be displayed.

The Greater Bengaluru Area (Advertisement) Rules 2025 read with the Greater Bengaluru Governance Act 2024 shall govern the assignment of the commercial advertisement rights under this tender.

GeneralProvisionsasregardsCommercialAdvertisementsbeinga ssigned through this tender –

Subjecttothe Greater Bengaluru Area (Advertisement) Rules2025 and the GBG Act, 2024, the relevant provisions of Rules are extracted below for information & compliance of all the bidders –

No advertisement, other than self-advertisement, shall be permitted on any road less than Eighteen Meters in width subject to these Rules:

Provided that, in case of areas declared for Commercial or Industrial use under the approved master plan, the said prohibition on advertisements on less than sixty feet road width shall not apply but shall be subject to restrictions & regulations as per these Rules.

The maximum size and dimensions permitted for an individual advertisement or display shall be as specified in Schedule-III.

Subject tomaximum size and dimensions of an individual advertisement and other conditions and restrictions specified under these Rules, the maximum permissible paid advertisement on every running length of a road (as specified below) or at a circle or an area shall be as follows, –

Road/Circle/Area Type	**Maximum permissible paid advertisement Areaperrunning200meterofroad(both sides included) or Circle or Area**
Road width or RoW not less than 18 meters but less than 24 meters	1000squarefeet(bothroad-sidesincluded)per 200 meter of road length:
RoadwidthorRownot Lessthan24metersbut less than 30 meters	1200squarefeet(bothroad-sidesincluded)per 200 meter of road length:
RoadwidthorRownot lessthan30metersbut Lessthan60meters	1500squarefeet(bothroad-sidesincluded)per 200 meter of road length:
RoadwidthorRownot Lessthan60meters	1600squarefeet(bothroad-sidesincluded)per 200meterofroadlength:
Circle	3000squarefeetperfiftythousandsquarefeet Circlearea:
Any other Area/Locality declared as Commercial or Industrial area in the Master Plan or by the Commissioner	(i) For roadsmore or equal to 18 meterswidth – same as above. (ii) For roads less than 18 meters but not less than 12 meters in width = 600 Square feet (both sides included) per 200 meters (iii) For roads less than 12 meters but not less than 6 meters = 500 Square feet (both sides included) per 200 meters

Provided that the Commissioner may, by order, declare specified areas or roads as the “Special Business or Commercial Area/Roads” then in such areas or roads the commercial advertisement limits given in above table shall be for every 100 meters instead of per 200 meters.

Provided that inter-se distance between two commercial hoardings or bill-boards, subject to these Rules, shall not be less than 50 (fifty)

meters as measured from edge of one hoarding to another. This shall not apply to V-Shaped hoarding carrying two hoardings back-to-back facing in opposite directions.

(i) The Commissioner, within the upper limits of advertisement area allowed on a two hundred meters length of road or the area of a Circle or an open plot or locality, may

vary other restrictions, including increasing the minimum inter-se distances between the advertisement displays, reducing the advertisement display area allowed for advertisements per 200 meters; in larger public interest and to preserve the aesthetics and look of the city.

(ii) The CITY CORPORATION shall divide the whole city into suitable stretches of roads, circles and areas through a notification with approval of the Commissioner which may be issued and modified from time to time and the paid advertisements shall be permissible only on these roads, circles and areas as specified in these Rules.

(iii) The right to do paid advertisements on these road stretches, circles and areas shall be given only to the licensed advertising agencies through an open auction/tender in accordance with the Karnataka Transparency in Public Procurement Act, 1999 (Karnataka Act 29 of 2000) and rules made there under, conducted through e- procurement portal of the Government. The minimum Advertisement Fee for the same shall be as per minimum rates specified in Schedule-II. Provided that the Government may from time to time by Notification increase the minimum prescribed advertisement fee rates in Schedule-II and same shall be payable by everyone who is required to pay as per the minimum Advertisement Rates in Schedule-II. Provided further that if the Contract Agreement or the order assigning the advertisement rights specifically prescribes non-escalation or the prescribed advertisement fee rate is already more than the revised rate then the said revision shall not be applicable in such cases.

(iv) The bid winner with respect to any stretch of road or circle or area shall have the right to utilize the same for advertising on behalf of other or for others in accordance with these Rules. The advertisement spots, premises or spaces can be either privately owned or owned by Government or Government owned Public sector Units or the CITY CORPORATION or any Government Agency. Before displaying any advertisement, apart from complying with the requirement specified under these Rules, the requisite agreements and permissions from the owners of the spots or buildings or vacant lands, both the Government and private owners, falling on the assigned road or Circle or the area, shall be done by the bid winner himself at his own costs and in accordance with applicable laws and rules in this regard:

Provided that, in case of private property or land on which the infrastructure for thepaid advertisement iserected shallbe charged andpaid asadditional propertytax for each such advertisement to the CITY CORPORATION an amount as prescribed for advertisement hoardings, for the time period the advertisement infrastructure remains erected thereon.

Provided that in case of an erection of such an advertisement in common area in a Property which otherwise has multiple properties/owners then the management or the authority competent to grant the right to erect the advertisement in such a common area shall be liable to pay the additional property tax applicable for the advertisement hoardings.TheerectionsanddisplaybytheLicensedAdvertiserwhohaswonthe rightto

do commercial advertisements in an area or a road or a Circle, shall also be allowed onthe residential properties as per these Rules and such properties shall also be liable to pay the prescribed additional property tax for each erection to the CITY CORPORATION.

Provided also that, in case the said property or land is a B-Register property or does not have any Khata from the City Corporation then commercial advertisement thereon shall not be permitted and such a property always has an option to obtain A- Khata after duly complying with the prescribed requirements and then be used for erection of commercial advertisements as per these Rules.

The CITY CORPORATION reserves right to remove the advertisements on any such properties or lands which are without Khata or outside property tax list immediately upon their coming to the notice of the CITY CORPORATION.

Provided further that the advertisements or displays on Bengaluru Metro Pillars and Bengaluru Metro Stations and Infrastructures belonging to the Bengaluru Metro Rail Corporation Limited (BMRCL) are excluded from the assigned rights to any bid winner even when the same falls within the assigned area or road or Circle. The same shall beput to separate suitable tender by the by the BMRCL in conformity with these Rules and subject to payment of the Advertisement Fee and other levies as prescribed in these Rules.

NOTE: The advertisement fee payable to the CITY CORPORATION is only for the rights to do advertisements for or on behalf of others. No right whatsoever accrues to such an advertiser merely by virtue of payment of advertisement fee to CITY CORPORATION to erect or display any advertisement or display on any property or land or plot falling on the assigned road or area or Circle without independently taking permission of the owner thereof and entering into a proper agreement for the same. The money payable to the owner of the property or land for such a usage by the licensed advertiser shall be over and above the advertisement fees payable to the CITY CORPORATION and are left to be decided between the licensed advertiser and the property owner.

(v) The City Corporation, through its Special/Additional Commissioner (Advertisements) or the Zonal Joint Commissioner or the authorized officers, shall enforce these Rules to ensure that no unauthorized advertisement comes up on any road or Circle or area, including the roads, circles and areas allotted to the licensedadvertisers. Any unauthorized advertisement shall be forthwith removed and any advertisement fees or penalty or other dues with respect to such

unauthorized advertisement shall be collected and retained by the CITY CORPORATION in accordance with these Rules. Thelicensed advertiser assigned to the road or Circle or area where the enforcement is done by CITY CORPORATION, shall be bound to assist the CITY CORPORATION in the enforcement and removal of the unauthorized advertisements.

(vi) Theopen auction/tenderofthestretchesofroads,circlesandthe areasmaybe

done individually or after clubbing them together in suitable lots. The decision in this regard shall be taken by the Commissioner in the best interest of the Corporation.

(vii) The assignment and all auctions/tenders with respect to advertisements insidethe properties ofrailwayorBengaluruMetroRail CorporationLimited(BMRCL)or bus-stands or Karnataka State Road Transport Corporation (KSRTC) or Bangalore Metro Transport Corporation (BMTC) or other Government owned Public Sector Units, which are visible to public visiting inside these properties, shall be decided by the concerned agencies themselves as per their own rules and procedures and the proceeds thereofshall be fully retained by these agencies.

(viii) The tender to award the rights to advertisement on the BMRCL pillars, piers etcwhicharevisibletoopenpublic spaces maybedone bythe BMRCL.Thisaward bythe BMRCL shall be in conformity of these Rules and subject to regulation by the City Corporations. The advertisement revenues shall be liable to be paid by the vendor for assigned advertisement rights for the space allowed irrespective of the fact whether the space is actually put to use for advertisement or not. The advertisement revenues collected from assignment of the advertisement rights (except advertisement revenues for inside advertisements within the properties of the BMRCL which are exempted from the advertisement fees) shall be put in a joint bank account of the CITY CORPORATION and the BMRCL exclusively opened for this purpose and the same shall be shared equally between CITY CORPORATION and BMRCL. Provided that the BMRCL shall not assign advertisement rights to anyone under this provision at a rate less than the rateprescribed in Schedule II.

(ix) The right to displayany advertisement visible from the public streets or roads, including on properties of any Government Department, Public Sector Unit or Government owned agency, shall be assigned only by the concerned CITY CORPORATION and through public auction/tender specified in these Rules and the advertisement fee thereof shall be fully payable to the CITY CORPORATION.

(x) It is clarified that in addition to payment of the Advertisement Fees which an advertiser is bound to pay as per these Rules, the Government Agency or the PublicSector Unit or the Government Department, is at liberty to collect Ground Rent for allowing use of their properties for advertisement after approval and assignment by the CITY CORPORATION.

(xi) In case any category of free or self-advertisement exceeds the

maximum specified size as per provisions of these Rules, the same shall be liable to pay for full area of the advertisement to CITY CORPORATION at applicable minimum Advertisement Fee rate as per Schedule-II.

Illustration: If a shop is permitted for a free self-advertisement under these Rules upto 150 sq. ft., but has erected self-advertisement of 175 sq. ft., then it shall be liable to pay minimumadvertisementfeeapplicableasperSchedule2forthefull175sq.ft.ofth eself-

advertisement. The same are liable to be removed bythe CITY CORPORATION in case the same violates any of the conditions in these Rules.
Provided that in case of “Malls” – where the word “Mall” shall mean a large indoor or enclosedshoppingcentre which fallsunderandis paying Property TaxunderCategory-
VI as per the Bruhat Bengaluru MahanagaraPalike Notification No. Commr/BBMP- DC(Rev)/5675/15-16 dated 9thMarch 2016 and which has paid up-to-date property tax, are allowed to do commercial advertisements, other than self-advertisements for on-premisesentitieswhich arefree-of-cost uptothesizerestrictionsprescribed under these Rules, on their premises and buildings facing the public roads subject to the size and other restrictions as applicable for commercial advertisements. The said commercial advertisements, other than self-advertisements, shall be liable to pay to the CITY CORPORATION the advertisement fees at the applicable minimum Advertisement Feerate as per Schedule-II. These commercial advertisements shall not be counted towards the quantum of commercial advertisement permitted to a bid winner of the area/road/circle on which the “Mall” falls. In case of any dispute arises with regard tosize and restrictions as to commercial advertisements on a “Mall” facing the public roads, the decision of the Commissioner shall be final.

(xii) Any unauthorized or illegal advertisement shall be removed immediately when it comes to notice, but both the owner of the premises or land where the unauthorized advertisement was displayed and the advertiser are liable to pay penalty at a rate of twice the Advertisement Fee fixed in auction/tender for the said road or Circle for the period of erection – that is until removal. Therefore, penalties for unauthorized or illegal advertisement shall be liable to be paid from the date of erection of the infrastructure for advertisement whether actual display of advertisement is done or not and until the removal of the same.

Provided that where no such rate has been fixed, then at the rate fixed in auction/tender for the nearest road or Circle or area or at the Minimum Advertisement Fee fixed for the said road or Circle or area in Schedule-II, whichever is higher.

(xiii) The advertisement fee for authorized advertisements or displays shall become due to be paid upon completion of six months preparatory period from the date of assignment of advertising rights under these Rules in case the advertisement rights being assigned in a given bid exceeds 2000 Square Feet but shall be three months when assigned advertisement space in a given bid does not exceed 2000 Square

Feet. The said preparatory period shall not be extended under any circumstances beyond an additional period of three months that Commissioner City Corporation shall order clearly giving extraordinary circumstances occasioningsuch permission of the extension. Provided that any advertisement infrastructure actually erected and put to commercial advertisement before the completion of preparatory period shall be liable to pay the applicable Advertisement Fee and after the expiry of the preparatory period the full advertisement fee shall be payable whether or not the erection or actual display of advertisement is started.ThesaiddateshallbecalledtheEffectiveDateforthepurposesofpaymen tof

advertisement fees. The advertisement fees or the penalties, as the case may be, shall be paid for each completed month from the date they become due. Any delay in payment of the authorized advertisement dues shall be levied with interest charges at a rate of eighteen percent (18%) for the delayed payments.

Illustration: If an advertisement right for an authorized advertisement is assigned on 17.5.2023 by way of signing of the Agreement, then the Effective Date for advertisement fee payment shall be 17.11.2023 and its first month's payment shall be made for the first month completed on 17.12.2023 and second month completed on 17.01.2024 and so on. In case no payment is made by 24.12.2023 (completion of 7 days beyond the deadline for payment), then interest at the rate of 18% shall be charged for delay for first monthly payment and so on.

(xiv) Any arrears or unpaid demand for the advertisement from either a licensed advertiser or anyone whoisliableto paytheadvertisement fee or penalty or interest, if it remains unpaid despite becoming due, shall be recovered mutatis mutandis in the manner prescribed for recovery of demand or arrears of property tax, including by seizure or distraint and distress sale of the moveable properties, attachment of bank accounts or immovable properties and distress sale of immovable properties of the person liable to pay the same. Such a defaulter shall be liable for criminal action under relevant sections of the Act.

(xv) The CITY CORPORATION shall endeavor to bring the implementation and management of all advertising activities, issuance of licenses and approval or decision ONLINE, through appropriate software as expeditiously as possible. Once the same is done then all the relevant activities and actions specified under these Rules shall be done on and through the said software.

Note:

(i) Tenders for all advertisement displays in the CITY CORPORATION jurisdiction shall be invited and processed by the CITY CORPORATION.

(ii) the tenders shall be called by CITY CORPORATION as per suitable lots and sizes as decided by the Commissioner, in accordance with these Rules.

(xvi) The ten percent of the advertisement time on each electronic display on a daily basis and for non-electronic display for such twenty days in a year for each hoarding as may be directed by the CITY CORPORATION or the Government inthis regard, the advertisement license winner of any area or road or the circleshall put for advertisement serving public good, free of cost. Provided

that no advertisement fee shall be liable to be paid for the period of advertisement andthe quantum of the advertisement space actually used by the City Corporation or the Government under this Rule.

(xvii) There shall be reservation for the Scheduled Castes and the Scheduled Tribes in assignment of the advertisement rights to do advertisements/displays on behalfofothersasperpercentageofpopulationoftheScheduledCasteand Scheduled

Tribe in the Greater Bengaluru Area as per the latest National Population Census duly published by the Registrar General and Census Commissioner of India.

TenderProcess

There are 2 Zones in the BECC and this tender calls for the bids for each of the Zone separately.

A bidder may bid for as many Zones as he wishes. However, the bidder shall be required to technically qualify by having cumulative turn-over and other requirements prescribed in the technical bids. Hence, if a bidder bids for more than Zones then at the time of technical evaluation, the BECC shall technically qualify the bidder limiting to number of Zones which his turn-over is commensurate to qualify. It is repeated that if a bidder bids for more Zones than he is qualified then it is the absolute discretion and the choice of the BECC, along with other Bengaluru City Corporations to limit his bid to such Zones of thechoice of the BECC& Bengaluru City Corporations. Therefore, the financial bid of the bidder shall be opened only for such number of Zones for which he isqualified and rejected for such Zones for which his turn-over is inadequate and rejection shall be at the choice of the BECC in consultation with the other Bengaluru City Corporations.

No person except the licensed or registered advertiser shall be allowed to participate in this tender. The intended bidders shall mandatorily enroll themselves as licensed or registered advertisers with the BECC or any of the five Bengaluru City Corporations by furnishing the required information, documents and the security as per the Greater Bengaluru Area (Advertisement) Rules 2025.

The bids shall be called on the e-Procurement Portal of the e-Governance Department,Govt.of Karnatakaathttps://kppp.karnataka.gov.inandintwoparts – (i) Technical Qualification (ii) Financial Bid Evaluation

The first part (the "Qualification Proposal") shall comprise of the technical evaluation of the bids (the “Qualification”) of the bidder and shall be called the technical bid. The licensed or registered advertisers with BECC or any of the five City Corporations alone are eligible to participate in this tender. The process to register and obtain Advertiser License is in the Greater Bengaluru Area (Advertisement) Rules 2025 and anyone interested shall apply and obtainLicense as Advertiser after fulfilling the prescribed requirements prescribed in the Greater Bengaluru Area (Advertisement) Rules 2025. In addition to being a Licensed Advertiser the other conditions to qualify and not be disqualified shallbe as per this tender.

At the end of the Technical Bid evaluation, the BECC, along with other Bengaluru City Corporations, will announce a list of technically qualified Bidders who fulfill the minimum prescribed qualification criteria and then the Bids (the “Financial Proposals”) of the only the Technically qualified bidders shall be opened. The Bidderswhohavebeentechnicallyqualifiedinthetechnicalbidevaluation can

participate in the financial bid opening ONLINE by accessing the portal on the time and date fixed for opening the financial bid.

The Financial bid shall be evaluated based on the per square foot rate payable as the advertisement fees to the BECC each month. The financial bid format is as prescribed in this tender at **Appendix V** and shall be filled online on the e- Procurement Portal for each Zone separately. Each Zone is treated as a separate package and assigned independently as per this RFP. This rate shall be converted into the amount payable each month as per the advertisement space made available to the bid winner. The Appendix V contains the Zone wise roads, areas and the quantum of the advertisement space for which the Bid Winner is liable to pay the monthly advertisement fee. The **Annexure-1**, in turn, contains the road/area wise break-up of the same. No rate lesser than the minimumprescribed rates in the Financial Bid at Appendix V, which has been arrived at as per Schedule-II of the Greater Bengaluru Area (Advertisement) Rules 2025for relevant road, shall be accepted. The said Schedule-II has been converted into road wise minimum per square foot rate in **Annexure-1** below which the bids shall be rejected. However, the bids shall be in format in Appendix V and it can be correlated road wise using **Annexure-1**. The decision of the BECC as regards the length and width of any road as well as the extent of an “area” and the minimum per square foot bid rate as given in **Annexure-1** and **Appendix V**, shall be final. Provided that BECC reserves the right to modify the length and width of any road as well the extent of any “area” at any time including after the award of the commercial advertisement rights. The bid winning rates of “Rupees Per Sq Foot Per Month” shall be applicable as per any such revised road lengths, widths and extents of “area”.

The Commissioner on his own motion or upon request of the bid winner may add or delete or modify a road or area for the purpose of assignment of the commercial advertisement rights. Once such a deletion or addition or modification happens then as per the bid winning rate of the bid winner the added road or area shall be liable for payment of the Monthly Advertisement Fees. Similarly, in case of deletion the correspondingMonthly Advertisement Fees shall not be payable and the commercial advertisements on the deleted area or road shall not be erected or ifalready erected should be immediately removed. No compensation for any financial impact on the bid winner shall be liable to be reimbursed for any advertisement so removed

from the road or area ordered to be deletedfrom the list of allowed commercial advertisement areas or roads. The Bid Winner shall fully indemnify the BECC from any claims by anyone arisingout of such a removal.

The Performance Security given to the BECC equal to 6-months' Monthly AdvertisementFeeshallbeliabletobecorrespondinglyincreasedincase of

addition of roads or area or increase in length of any road or area. However, the said Performance Security shall not be reduced nor refunded corresponding to reductionoflength ofanyroad or anarea ordeletionofanyroad or area fromthe list of allowed roads or the areas. It is clarified that reduction in area due to deletion or modification of any road or area shall not exceed more than 10% (ten percent) of the awarded quantum of commercial advertisement space. However, increase or addition in commercial advertisement space may be increased as per the decision of the BECC.

The commercial advertisement rights shall be awarded for a period of 10-years from the date of signing of the Agreement.

The BECC at its discretion, reserves the right to accept / reject any Bid / Financial Proposal and the decision of the BECC in this behalf shall be final and conclusive, which shall be binding on the Applicants/Bidders.

The draft Agreement will be released two days before the day of Pre-Bid conference.

Tender Processing Fee: Each bidder shall pay tender processing fee, as mentioned in the KPP Portal, through any of the following 4 e- Payment options only:

1. CreditCard
2. DirectDebit
3. National Electronic Funds Transfer (NEFT) [Challan to be generated through e-Procurement System prior to payment]
4. Over the Counter (OTC) – designated ICICI bank branches located across the country [Challan to be generated through e-Procurement System prior to payment]

Detailsregardinge-Payment,maybe seenate-Procurementwebsite https://kppp.karnataka.gov.in

The Bid Security or the Earnest Money Deposit (EMD) shall be Rs. 20 Lakhs (Rupees Twenty Lakhs only) out of which Rs 4-Lakhs shall be paid online in eProcurement Portal and the rest in the form of Bank Guarantee which should be uploaded as part of the technical bid. The ONLINE payment through KPP Portal shall be paid through any of the following 4 e-Payment options only on the KPP Portal itself (https://kppp.karnataka.gov.in) –

1. CreditCard
2. DirectDebit
3. NationalElectronicFundsTransfer(NEFT)[Challantobe generated through e-Procurement System prior to payment]
4. Over the Counter (OTC) – designated ICICI bank branches located across the country [Challan to be generated

through e-Procurement System prior to payment]

And the bidders shall ensure the credit of Earnest Money Deposit in therespective bank account of e-Procurement on or before the last date for submission of tender.

In respect of the successful bidder, the EMD shall be refunded only after the receipt of Performance Security equal to 6-months Monthly Advertisement Feeas per the winning bid.The EMD of unsuccessful bidders will be refunded after issuing the Letter of Intent to the successful bidder.

TheBid shallbe summarilyrejectedifitisnotaccompanied bytheBidSecurityor the EMD.

Any queries or request for additional information concerning this tender shall be submittedin writingore-mail to theofficerdesignatedon companyletterwith proper communicationaddressgiven in notificationof the tender.

The envelopes/ communication shall clearly bear the following identification/ title: "Queries/Request for Additional Information: Tender for assignment of commercial advertisement rights in the Bengaluru East City Corporation".

2. InstructionstotheBidders

EligibilityofBidders

Fordeterminingthetechnicaleligibilityof Bidders,theminimumqualification shall be as follows:

a. The Bidder shall be a valid Licensed or Registered Advertiser with the BECC or any of the five Bengaluru City Corporations as per the Greater Bengaluru Area (Advertisement) Rules 2025.
(the details of how to register oneself to become a Licensed Advertiser with the BECC or any of the five Bengaluru City Corporations is in the Greater Bengaluru Area (Advertisement) Rules 2025)

b. The Bidder shall not have unpaid over dues for advertisement or ground rentor any other advertisement related dues of the BECC or any of the five Bengaluru City Corporations. In this regard the bidder shall upload “No due certificate” from the advertisement section of all the five Bengaluru City Corporations certifying that the agency/person/firm /proprietor /has no over dues from Advertisements or related dues.

c. The bidder must have a minimum average annual turn-over over last three financial years (2021-22, 2022-23, 2023-24, 2024-25 (optional)) not less than the minimum advertisement fee liable to be paid for Zone-1 for which he bids for a period of 3-months,i.e., 3 X 7,84,31,000/- = Rs.23,52,93,000/-. Provided that in case he bids for more than one Zone then his average annual turn-over over the last three yearsshallnotbe lessthanthesumofminimumone-

quarter advertisement fees payable of all the Zones he bids for. This applies to bids made by the Bidder for Zones across the 5-Bengaluru City Corporations.

For example, as per table in paragraph 1.1.5 in Chapter 1, the monthlyminimum advertisement fees for (i) Bengaluru Central City Corporation Zone-1is₹4,08,45,250/-andforBengaluruEastCityCorporationZone-1is ₹7,84,31,000/-.ThenincaseBidderbidsforboththeZonesthenhisaverage

Annual Turnover must not be less than ₹3x[4,08,45,250 + 7,84,31,000] = ₹[3 x 11,92,76,250]=₹35,78,28,750/-.IfBidder'saverage turnover islessthan ₹35,78,28,750/-. butbidsforbothBengaluru Central CityCorporationZone-1and also Bengaluru East City Corporation Zone-1 then it is left to the discretion of the City Corporations to qualify him for any one of the Zones and technically reject his bid for the other – provided that the Bidder's turnover is adequate to qualify him for both the bidders individually but not together.

d. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affectstheBiddingProcess. Any Bidder found tohaveaConflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;providedthatthisdisqualificationshallnotapplyincases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided furtherthat this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary inanyother person (the"SubjectPerson") shallbe takeninto account for computing the shareholding of such controlling person in the Subject Person;and(bb)subjectalwaystosub-clause(aa)above, whereaperson does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such

person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribedand paid up equity shareholding of such intermediary; or

(ii) aconstituentofsuchBidderisalsoaconstituentofanotherBidder;or

(iii) such Bidder, or any Associate thereof receives or has received any direct orindirectsubsidy,grant,concessionalloanorsubordinateddebt from

any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof;

(iv) Such Bidder or any Associate thereof has participated as a consultant to the BECC in the preparation of any documents, design or technical specifications of this tender.

(v) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the BECC or any other Bengaluru City Corporation is engaged by the Bidder, its Member or any Associate thereof in any manner for matters related to or incidental to this tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this tender.Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bidding, would not be eligible to submit a proposal. A self-certificate of not black-listed or barred by any such Central/State Government or an entity controlled by it, shall be submitted after duly notarizing it on a non-judicial stamp paper not less than Rs 500 in value or of the value as prescribed by the Department of Stamps & Registration – whichever is higher.

A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Biddernor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. Aself-certificate of not black-listed or barred by any such Central/StateGovernment or an entity controlled by it, shall be submitted after duly notarizing it on a non-judicial stamp paper not less than Rs 500 in value or of the value as prescribed by the Department of Stamps & Registration – whichever is higher. This could be in the same Self-Certification as given for not being black-listed.

Thefollowingconditionsshallbeadheredtowhilesubmittingthe Proposal:

a. Biddersshould attach clearlymarked and referenced continuation sheets in the event that the space provided in the prescribed

forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms makingdue provision for incorporation of the requested information;

b. Information supplied by a Bidder must apply to the Bidder and not, unless specifically requested, to other associated companies or firms;

c. in responding to the qualification criteria submission, Bidders should demonstrate their capabilities in accordance with Clauses above;

3. GeneralTerms&Conditions

1) The Bidder should submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Bid to commit the Bidder.

2) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

3) The Bidding Documents including this tender and all attached documents are and shall remain the property of the BECC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparationand submission of their Bid. The BECC will not return any Bid, or any information provided along therewith.

4) Thistenderisnot transferable.

5) Any award pursuant to this tender shall be subject to the terms of Bidding Documents.

6) **NumberofproposalsandcostofBidding**

A bidder is permitted to bid maximum one bid for Zone-1. A Bidder shall not be entitled to submit another Proposal either individually or as part of any other bidder either individual capacity or as a company or legal entity (except as retail minority shareholder in a listed company), as the case may be.

7) The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The BECC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

8) LocalVisitsandverificationofinformation

Bidders are encouraged to submit their respective Bids after visiting the local areas and roads and ascertaining for themselves the local conditions, existing structures, location, surroundings, climate, applicable laws and regulations, and any other matter considered relevant by them.

9) ItshallbedeemedthatbysubmittingaBid,theBidder has:

i. MadeacompleteandcarefulexaminationoftheBiddingDocuments;

ii. ReceivedallrelevantinformationrequestedfromtheBECC;

iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf ofthe BECC relating to any of the matters;

iv. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid including the bidder's obligations;

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BECC, or a ground for termination of the Agreement; and

vi. Agreed to be bound by the undertakings provided by it under and in terms hereof.

4. Righttoacceptandtorejectanyorall bids

(1) Notwithstanding anything contained in this tender, the BECC reserves the right toaccept orreject anyBidandto annultheBiddingProcessandreject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

(2) TheBECCreservestherighttorejectanyBidandappropriatet heBid Security if:

i. Atanytime,amaterialmisrepresentationismadeoruncovered, or

ii. The Bidder does not provide, within the time specified by the BECC, the supplemental information sought by the BECC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

(3) In case it is found duringthe evaluationor at any time beforesigning of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualifiedforthwithifnotyetassignedtheadvertisement rightseitherby issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case maybe,thesameshall, notwithstanding anything tothecontrarycontained therein or in this tender, be liable to be terminated, by a communication in writing by the BECC to the Bidder, without the BECC being liable in any manner whatsoever to the Bidder, as the case may be. In such an event, the BECC shall forfeit and appropriate the Bid Security or PerformanceSecurity, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BECC for, inter alia, time, cost and effort of the BECC, without prejudice to any other right or remedy that may be available to the BECC.

(4) The BECC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender. Failure ofthe BECC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BECC there under.

5. Clarifications

(1) Bidders requiring any clarification on the tender may notify the BECC in writing or by-mail oncompany letter head havingproper communication address with name of contact person designated as authorized signatory in accordance option to raise Pre-Bid queries provided above. They should send in their queries before the date mentioned for the Pre-Bid meeting. The BECC shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date.

(2) The BECC shall endeavor to respond to the questions raised orclarifications sought by the Bidders. However, the BECC reserves the right not to respond to any question or provide

any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the BECC to respond to any question or to provide any clarification.

(3) The BECC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the BECC shall be deemed to be part of the Bidding Documents. Verbal clarificationsand information given by BECC or

Itsemployeesorrepresentativesshallnotinanywayormanner bebinding on the BECC.

(4) The BECC shall upload all the clarifications, updates, queries and its responses thereto, on the KPP Portal and it shall be adequate communication of the same to all the bidders. It is the duty of the Biddersto regularly visit and see the KPP Portal of eGov Department and update themselves of all the replies and up-dates or addendums or changes given by the BECC. The BECC does not take responsibility to individually communicatetoanybidderanyupdate,communication,replyorresponses to its queries or questions.

6. AmendmentofTender

(1) At any time prior to the deadline for submission of Bids, the BECC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender by the issuance of Addenda.

(2) Any Addendum thus issued will uploaded on the KPP Portal and it shall be the duty of every bidder to see the same on the KPP Portal. The BECC does not commit to provide replies to individual bidders.

(3) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BECC may, at its own discretion, extend the Bid Due Date.

7. BidSubmission

Tenders/Bids must be electronically submitted (online through Internet) within the Date and Time published in KPP Portal at https://kppp.karnataka.gov.in.

8. Language

The Bid Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. The supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

9. SealingandMarkingofTenders

A. The Bidder shall provide all the information sought under this RFP. The BECC will evaluate only those Bids that are received in the required

formats and complete in all respects on the KPP Portal mode online at https://kppp.karnataka.gov.in. Incomplete and /or conditional Bids shall be liable for rejection.

(1) The Bid and its Copy shall be typed or written in indelible Blue or Black ink and signedbytheauthorizedsignatoryoftheApplicant/Bidderwhoshallalso

initial each page in Blue or Black ink. In case of printed and published documents, only the cover shall be initialized. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialized by the person(s) signing the Bid. The hard copies of each part of the Bid shall contain page numbers and shall be bound together. It is again clarified that no physical documents shall be submitted to the BECC and whole bid shall be at https://kppp.karnataka.gov.inand only if specifically asked by the BECC. Any bidder submitting any document either the technical bid or the financial bid physically to the BECC shall stand summarily rejected in technical evaluation itself.

(2) Each proposal / Bid e-submission vide KPP Portal https://kppp.karnataka.gov.in.shall comprise of the following:

TechnicalBid:"QualificationProposal"orthe"TechnicalBid"

i. Information in theprescribedformat (Appendix-I) alongwith Annexures2 to4 and supporting documents.
ii. Copy of the registration as a Licensed Advertiser issued by the BECC (See BECC Advertisement Bye Laws 2024).
iii. CopyoftheNo-Dues-CertificateissuedbytheBECC
iv. PowerofAttorneyforsigningtheBidaspertheformatatAppendix-II.
v. Copy of Memorandum and Articles of Association, if the Applicant / Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
vi. Copies ofApplicant/Bidder's duly auditedbalance sheet andprofitandloss account for the preceding three years.
vii. TheotherdocumentsasneededtobesubmittedaspartoftheTechnicalBid.

(3) Please note that the "Financial Proposal" shall not be submitted physically nor disclosed in any form in the Technical Proposal. The Financial Bidshall only be filled up in the eProcurement Portal at https://kppp.karnataka.gov.in. Anymanualsubmissionoffinancialbidorits disclosure in any form shall lead to immediate and summary disqualification of the Bidder. The format for the financial bid is in Appendix-V

(4) All the correspondences / submissions shall be addressed to the address givenin this tender for the said purpose.

(5) Bids submitted by telex, telegram or e-mail or any way other than throughKPP Portal https://kppp.karnataka.gov.inshall not be entertained and shall be rejected.

B. Deadlineforsubmissionofthetenders

(i) Tenders must be received at the Website Address specified above no later than date & time specified in the Bid Process schedule.

(ii) TheBECCmayextendthedeadlineforsubmissionofTenders,inwhich

case all Rights and Obligations of the BECC and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

(iii) Latetenders

Any Tenderer trying to submit the Tender after Deadline will not be accepted in the KPP portal

C. Modificationandwithdrawal oftenders

(i) Tenderers may modify Contents of the Covers before the Deadline prescribed in the relevant Clause.

(ii) Tenderers may withdraw their tenders by cancelling their bid on the website any time before the deadline prescribed in this RFP.

(iii) No Tender may be modified and withdrawn after the deadline for submission of tenders.

(iv) Withdrawal or modification of a tender between the deadline for submission of tenders and the expiration of the original period of tender validityspecifiedshallresultintheforfeitureoftheEarnestMoneyDeposit.

D. Rejectionofbids

(i) The BECC reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. It is not obligatory for the BECC to accept any bid or to give any reasons for their decision.

(ii) The BECC reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

E. Validityofbids

The Bids shall be valid for a period of not less than 90 (ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the BECC.

F. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BECC in relation to or matters arising out of or concerning the Bidding Process. The BECC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The BECC may not divulge any such

information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BECC.

G. CorrespondencewiththeBidder

The BECC shall not entertain any correspondence with any Bidder in relation toacceptance or rejection of any Bid.

10. Openingandevaluationofbids

A. General

(1) The BECC shall open the ONLINE bids on the stipulated bid opening date and time, in the KPP Portal at the place specified in this tender and the Notice Inviting Tender and in the presence of the Bidders who choose to attend.

(2) The BECC will examine and evaluate the eligibility criteria of Proposals in accordance with the provisions set out in this tender for the Technical Bids to evaluate the technical qualification of each of the bidders.

(3) Bidders are advised that qualification of Bidders will be entirely at thediscretion of the BECC as per the tender. Bidders will be deemed to have understood and agreed that BECC is not bound to give explanation or justification on any aspect of the Bidding Process or selection beyond what is contained in this tender.

(4) Any information contained in the bid shall not in any way be construed as binding on the BECC, its agents, successors or assigns, but shall be binding against the Bidder if the bid is subsequently awarded to it on the basis of such information.

(5) The BECC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid(s) without assigning any reasons.

(6) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the BECC may, in its sole discretion, disqualify the Bidder in technical evaluation.

(7) Where any information is found to be incorrect or false or amounting to a material misrepresentation, the BECC reserves the right to disqualify such a bidder in technical evaluation.

B. Testsofresponsiveness

(1) Prior to evaluation and opening of financial bids, the BECC shall determine whether each bid is responsive to the technical requirements of the tender inthe technical evaluation of the bids. A Proposal shall be considered responsive and technically qualified

only if:

(2) The bidder shall be qualified as per Section 2.1 above and not disqualified for any of the reasons provided for in this tender.

a) ItisreceivedasperformatsatAppendix-Ithroughe-tenderportal.

b) ItisreceivedonorbeforetheDue-Dateincludinganyextensionthereofif applicable;

c) it is numbered, signed, sealed, bound together, and marked as stipulated in relevant clauses and complete in all regards;

d) it is accompanied by the Power of Attorney as specified in relevant clause of this tender

e) it contains all the information and documents (complete in all respects) asrequested in this tender;

f) itcontainsinformationinformatssameasthosespecifiedinthistender;

g) itcontainscertificatesasspecifiedatAppendix-Iofthetender;

h) itcontainstheBidSecurityorEMDasprescribedinthisRFP.

i) Itdoesnotcontainanycondition;and

j) Meets all the requirements prescribed in this tender to be technically qualified.

(3) The BECC reserves the right to reject any Proposal or the Bid at the technical evaluation stage itself which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the BECC in respect of such Proposal.

11. Clarifications

(1) To facilitate evaluation of Proposals, the BECC may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal or the Bid. Such clarification(s) shall be provided within the time specified by the BECC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

(2) If a Bidder does not provide clarifications sought under Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the proposal is not rejected,the BECC mayproceed toevaluate theBid byconstruingthe particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the BECC.

12. BidSecurityortheEarnestMoneyDeposit(EMD)

(1) The Bidder shall furnish as part of its Bid, a Bid Security or the EMD referred to in the relevant Clauses hereinabove in the form of a bank guaranteeforRs.16.00 Lakhs (Rupees Sixteen Lakhs Only) issued by a nationalized bank, or a Scheduled Commercial Bank in India in favor of the BECC in the format at Appendix - VI (the “Bank Guarantee”) and having a validity period of not less than 180 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.Forthe avoidance of doubt, Scheduled Commercial Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.The rest of Rs.4.00 Lakhs(RupeesFourLakhsOnly)shallbe paid onlinetotheKPPPortalof Government of Karnataka as provided for therein.

(2) AnyBid not accompanied bytheBid SecurityortheEMDshallbe rejected bythe BECC as non- responsive.

(3) Save as provided in Clauses in this tender, the Bid Security or EMD of unsuccessful Bidders will be returned by the BECC, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or whenthe Bidding process is cancelled by the BECC.

(4) The Selected Bidder’s Bid Security or the EMD will be returned, without any interest, upon the Bidder signing the Agreement and deposit of Six months winning monthly payable advertisement fee

amount as interest free security deposit with the BECC.

(5) TheBECCshallbeentitled toforfeitand appropriate theBid Securityorthe EMD as mutually agreed genuine pre-estimated compensation / damages to the BECC as per this tender. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the BECC will not suffer loss anddamageon accountof withdrawal ofitsBidorforany otherdefaultby

the Bidder during the Bid validity period. No relaxation of any kind on Bid Security or the EMD shall be given to any Bidder.

(6) The Bid Security or the EMD shall be forfeited and appropriated by the BECC at mutually agreed genuine pre-estimated compensation and damages payable to theBECC for,interalia,time, cost andeffortoftheBECC without prejudicetoany otherrightorremedythatmaybeavailable totheBECChereunderorotherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in relevant Clauses of this RFP;

b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;

c) In the case of Selected Bidder, if it fails within the specified time limit - to signtheLease Agreementand/ortofurnishthePerformanceSecuritywithin the period prescribed there for in the Lease Agreement; or

d) In case the Selected Bidder, having signed the Lease Agreement, commitsany breach thereof prior to furnishing the Performance Security.

13. ProprietaryData

All documents and other information supplied by the BECC or submitted by the Bidder to the BECC shall remain or become the property of the BECC. Bidders are to treat all information as strictly confidential and shall not use it for any purposeother than for preparation and submission of their Proposal. The BECC will not return any Bid documents or any information provided along therewith.

14. CorrespondencewiththeBidder

Save and except as provided in this tender, the BECC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of anyBid.

15. Criteriaforevaluation

1) Evaluationparameters

(1) Only those Bidders who meet the eligibility criteria specified in relevant Clauses about Technical Qualifications above shall qualify for Financial Bid opening. Financial Bids of bidders who fail to qualify in the technical evaluation of thebids shall not be opened.

(2) The Bidder’s eligibility, competence and capability shall be established by the following parameters as part of Technical Evaluation:

a) TechnicalCapacity;and
b) FinancialCapacity

(3) BECC may ask undertaking from bidder who are found to be technically deviating from BECC's requirement. Bidder's fulfilling technical requirement prescribed in this RFP alone shall be considered for financial opening.

2) OpeningandEvaluationofBids

(1) TheBECCshallopenthefinancialbidsonlyofthetechnicallyqualified biddersin the KPP Portal https://kppp.karnataka.gov.in.

3) SelectionofBidder

(1) The bidder who is technically qualified as per this tender and who bids the highest amount payable to the BECC per month for a Zone calculated based onthepersquarefoot rateastheAdvertisementFeeasperAnnexure-1shall be declared the Highest Bidder for that Zone. If the highest Bidderwithdraws or is not selected for any reason, the tender shall be cancelledand a fresh tender may be called at the discretion of the BECC.

(2) If two or more Bidders quote the same financial bid for a Zone which is the per square foot rate converted into total Monthly Advertisement Feepayable for the commercial advertisement for a Zone; the BECC shall declare the Highest Bidder by draw of lots from among the bidders bidding equal bids. The draw of lots shall be conducted, with prior notice, in the presence of the tied Bidders who choose to attend.

(3) After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the BECC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of theLOIinacknowledgement&acceptance thereof.Intheeventtheduplicate copy of the LOI duly accepted and signed by the Highest Bidder is not received by the stipulated date, the BECC may, unless it consents toextension of time for submission thereof, forfeit the Bid Security/EMD of such Bidder as pre-estimated loss and damage suffered by the BECC on account of failure of the Highest/Selected Bidder to acknowledge & accept the LOI. The tender shall stand cancelled and a fresh bid may be called at the discretion of the BECC.

(4) After acknowledgement of the LOI as aforesaid by the Selected Bidder, the Bidder shall deposit the interest free Security Deposit equal to 6-months Monthly Advertisement Fee payable

as per the financial bid of the bidwinner of a Zone within 15-days of date of issuance of the LOI. Only after the said payment, the BECC will execute the agreement. In case of failure to pay the said Security Deposit equal to 6-months' Monthly Advertisement Fee within 15-days of the date of issuance of the LoI, the LoI shall standcancelled and the EMD shall be forfeited to the BECC free from any encumbrance or liability with no right whatsoever accruing to the Bidder.

16. DuedateforpaymentofMonthlyAdvertisementFeesbyBidWinner

The Monthly Advertisement Fees become due to be paid after six-months preparatory period from the date of assignment of advertising rights under the Greater Bengaluru Area Advertisement Rules 2025. The date of signing of the Agreement shall be the date of assignment of advertising rights and is called the “Effective Date” for the purposes of payment of advertisement fees. The advertisement fees shall be paid for each completed month from the date they become due. Any delay in payment of the authorized advertisement dues shall be levied interest charges at a rate of eighteen percent (18%) for the delayedpayments. The termination for non-payment of the Monthly Advertisement dues in- time is a separate liability apart from the interest payment for the delay and the interest payment for the delays does not save the Bid Winner from the liability for termination for non-payment in time.

17. Termination

1) Non-payment or default in Monthly Advertisement Fee by the bid winner shall be a major breach of Agreement and the Agreement shall be terminated with a seven days’ notice by the BECC in event of non-payment of the same at any time once the due date of payment of the Monthly Advertisement Fee has passed and the same has not been paid.

2) TheMonthlyAdvertisementFeepaymentdefaultisdeemedtohavehappened in case of non-payment by the date when the advertisement fee becomes due for payment.

18. ContactsduringtheBidEvaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the BECC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested partiesare advised torefrain from contactingby any means, the BECC and/ or their employees/ representatives on matters relatedto the Bids under consideration.

19. FraudandCorruptPractices

1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or inthe LOI or the Agreement,

the BECC shall reject a Bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in anymanner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercivepractice,undesirablepracticeorrestrictivepracticeintheBidding

Process.In such an event,the BECC shallforfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the BECC towards, inter alia, time, cost and effort of the BECC, without prejudice to any other right or remedy that may be available to the BECC hereunder or otherwise.

2) Without prejudice to the rights of the BECC under Clause hereinabove and the rights and remedies which the BECC may have under the LOI or the Agreement,if a Bidder is found by the BECC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Lease Agreement, suchBidder or Concessionaire shallnot be eligible to participate in any tender or RFP issued by the BECC during a period of 2 (two) years from the date such Bidder is found by the BECC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

   a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BECC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BECC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the BECC in relation to any matter concerning the Project;

b. “**Fraudulent practice**” means a misrepresentation or omission of facts or suppressionoffacts or disclosureof incompletefacts,toinfluence theBidding Process;

c. "**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BECC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

20. Pre-bidconference

1) Pre-BidconferencesoftheBiddersshallbeconvenedonthedatespecified in Schedule of bidding process given in this tender.

2) During the course of Pre-Bid conferences, the ProspectiveBidderswill be freeto seek clarifications and make suggestions for consideration of the BECC. TheBECC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair,transparent and competitive Bidding Process.

21. Miscellaneous

(1) TheBiddingProcessshallbegovernedby,andconstruedinaccordancewith,the Karnataka Transparency in Public Procurement Act 1999 and Rules thereunder read with the laws of India. The Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

(2) TheBECC,initssolediscretionandwithoutincurringanyobligationorliability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the BECC by, on behalf of, and/ or in relation to any Bidder; and/ or

d. Independentlyverify,disqualify,rejectand/ oracceptanyandallsubmissions or other information and/ or evidence submitted by or on behalf of any Bidder.

(3) It shallbe deemedthat bysubmittingthe Bid,the Bidder agreesandreleases the BECC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

(4) It is clarified that the monthly advertisement fee is for the rights being assigned to the bid winner by the BECC which are exclusive rights and hence the monthly advertisement fee is liable to be paid as per the quantum of the advertisement space assigned irrespective of the fact whether the bid winner actually uses the advertisement space or not.

(5) TheAnnexure-1containsthetenderedroadlengths, widthsand thearea andthe advertisement space made available Zone wise. The bid winner for each Zone shall be allowed to do commercial advertisements as per the Greater Bengaluru Area Advertisement Rules2025for thequantumofthe advertisement spaceand on the roads and areas given in Annexure-1. The same shall be payable by the bid winner as per his bid winning rate. However, in case any additional road, area or Circle is further assigned by the BECC at its discretion as per the Greater Bengaluru Area Advertisement Rules 2025, for commercial advertisements beyond what is given in Annexure-1; the same shall be additionally payable as per the bid winning rate. The Bid Winner is permitted to apply and seek additional roads and areas to be assigned to him at the bid winning rates and itis the complete discretion of the BECC to accept or reject any such request. No advertisement other than on the roads and areas given in Annexure-1 shall be permitted without a specific approval by the BECC Commissioner.

(6) TheZone assignedto a bidwinnerinthis tendershall notbe assignedtoanother Licensed Advertiser except for specific PPP projects or the advertisement rights on the Bengaluru Metro Infrastructure which is not included in this tender orthe legacy hoardings or the self-advertisement LEDs converted into Commercial under Rule 8 of the Greater Bengaluru Area Advertisement Rules 2025. The mobile or vehicular advertisements are also outside the scope of this tender.

(7) Alicensedorregisteredadvertisershallnotbeeligibletoparticipateinte

nderin case he has unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BECC. In this regard the bidder shall upload “No due certificate” from the advertisement section of the BECC stating that the agency/person/firm /proprietor /has no over dues from Advertisements or related dues.

(8) There is minimum prescribed Advertisement Fee rate in terms of Rupees Per Square Foot in Schedule II of the Greater Bengaluru Area Advertisement Rules 2025 and no bid less than the said rate shall be accepted. The Annexure-1 contains the minimum rate per Square Foot for each road that may be bid. The amount payable per month as the Advertisement Fees for each Zone shall be calculated as per the bid winning rate and the quantum of advertisement space made available.

(9) The tender winner shall give Performance Security equal to six-months winning monthly payable advertisement fee amount**.**

(10) The Performance Security shall be given by the tender winner for a Zone with the BECC within fifteen days from the date of issuance of Letter of Intent tothe bid winner.

(11) In case of failure of the bid winner to give the Performance Securityas per the Greater Bengaluru Area Advertisement Rules 2025, the EMD shall automatically stand forfeited, without any encumbrance on the road or circle or the area to the BECC for thedefault.Sucha defaulter bidder shallbe barred frombiddingforaperiod ofone year from thedate offor feature ofthedeposit amount/EMD. Also, the license of any licensed or registered Advertiser who defaults in giving the Performance Security after winning the bid within the prescribedtimelimit,shallbesuspendedandincasehefailstoshowcause within fifteen days of suspension, the license shall be cancelled and the licensedadvertisershallbebarredfromobtaininglicenseforaperiodofthree years.

(12) The advertisement fee as per the winning bid amount shall be paid every month starting after 6-months preparatory period from the date of signing of the agreement and any default therein shall be dealt with as per the provisions of the Greater Bengaluru Area Advertisement Rules 2025including cancellation of the agreement.

(13) The Greater Bengaluru Area Advertisement Rules 2025 shall govern thewhole gamut of the commercial advertisements done under the assignments of the commercial advertisement rights to the bid winner under this tender.

22. AmendmentoftheTender

(1) At any time prior to the deadline for submission of Bids, the BECC may, for any reason, whether at its own initiative or in response

to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

(2) Any Addendum thus issued will uploaded on the KPP Portal and it shall be the duty of every bidder to see the same on the KPP Portal. The BECC does not commit to provide replies to individual bidders.

(3) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BECC may, at its own discretion, extendthe Bid Due Date.

23. Escalation:

Incaseofthewinningbidawardedtothebidwinner

S.No.	TypeofRoad	EscalationClause
1.	RoadsinAnnexure-1forwhich the minimum per Sq Foot per month rate prescribed is Rs 70 per Sq Foot per month and for which the winning bid rate is lessthanRs75perSqFootper month	After 3 years from the date of signing of the agreement the rate shall be increased to Rs 75 per Square Foot per month.
2.	In case ofroadsforwhichthe winningbidisnotlessthanRs 75perSqFootpermonth	Noescalation.

APPENDICES&ANNEXURES

APPENDIX-I

LetterComprisingthe Bid

(Note:MustbesubmittedseparatelyforeachZone)

No_____ Date_____

To
TheCommissionerBECC
Advertisement Section,
_____,BECC,
Bengaluru–560048

***

Sub: BidfortheCommercialAdvertisementrightsfor MahadevapuraZone-1intheBECC.

Ref:TenderNo_____dated _____oftheBECCinvitingthebidsforZonewiseassignment of the commercial advertisement rights

Dearsir,

With reference to your tender cited in reference above I/we, having examined the tender document and understood its contents, hereby submit my/our Bid for the aforesaid subject. The Bid is unconditional and unqualified.

1. We acknowledge that the BECC will be relying on the information provided in the Bid/Application and the documents accompanying such Bid/Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid/Application and in **Annexure 2 to 4**is true and correct;nothinghas beenomittedwhichrenderssuch informationmisleading;and all documents accompanying such Bid/Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the Commercial Advertisement rights for MahadevapuraZone-1 in the BECC.
3. I/We are a Licensed or Registered Advertiser with the BECC as per the Greater Bengaluru Area Advertisement Rules 2025 and the copy of ourselves as a Licensed Advertiser issued by the BECC is in **Annexure-5**.
4. I/ We shall make available to the BECC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the BECC to reject our Bid/Application without assigning any reason or otherwise and

hereby waive, to the fullest extentpermitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We certify that I/We do not have unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BECC. In this regard the “No due certificate” from the advertisement section of the BECC stating that I/We have

   NooverduesfromAdvertisementsorrelatedduesisattachedherewithas **Annexure-6**.

7. I/ We hereby certify that in the last five years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/Wedeclare that:

   a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by the BECC;

   b) I/ We do not have any conflict of interest in accordance with relevant Clausesof the tender document;

   c) I/Wehavenotdirectlyorindirectly orthroughanagent engagedorindulgedin any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in relevant Clauses of the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the BECC or any other public sector enterprise or any government, Central or State; and

   d) I/ We hereby certifythat wehavetaken steps toensure that in conformity with the provisions of relevant sections of the tender document, no person actingfor us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and thatyou are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with relevant Clauses of the tender document.

10. I/ We believe that we satisfy the technical qualification criteria and meet(s) allthe requirements as specified in the tender document and am/are qualified to submit a Bid.

11. I/ We declare that we or our / its Associates are not a Member of a/ any other Bidder applying for this tender.

12. I/ We certify that I/we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authoritywhich could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/ We further certify that no criminal investigation by any authority is pending either against us or against our Associates or against our CEO or any of our directors with respect to our work or any assignment entrusted to this bidder.
15. The power of attorney for signing of application as per format provided at Appendices II and III respectively of the RFP, are alsoenclosed.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stageat laworhowsoever otherwise arisingtochallengeorquestionanydecision taken by the BECC in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of this tender and the terms and implementation thereof.
17. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
18. We agree and undertake to be jointly and severally liable for all the obligations of the Bid Winner under the Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yoursfaithfully,

Date:

(Signature,nameanddesignationoftheAuthorizedSignatory) Place:
Name and seal of the Applicant

ANNEXURE-2
DetailsofBidder

1. **Nameanddetails**
   a. Name:
   b. Countryofincorporation:
   c. Addressofthecorporate headquarters anditsbranchoffice(s),ifany,in India:
   d. Dateofincorporationand/orcommencementofbusiness:

2. **BriefdescriptionoftheCompanyincludingdetailsofitsmainlinesofbusiness:**

3. **Details of individual(s) who will serve as thepoint of contact/ communication for the BECC:**
   a. Name:
   b. Designation:
   c. Company:
   d. Address:
   e. TelephoneNumber:
   f. E-MailAddress:
   g. FaxNumber:

4. **ParticularsoftheAuthorizedSignatoryoftheBidder:**
   a. Name:
   b. Designation:
   c. Company:
   d. Address:
   e. TelephoneNumber:
   f. E-MailAddress:
   g. FaxNumber:

ANNEXURE-3
StatementofLegalCapacity
(Tobeforwardedontheletterheadof theBidder)

Ref.

Date: To
TheCommissionerBE
CC Advertisement
Section,
_____,BECC,
Bengaluru–560048 ***

Sub: BidfortheCommercialAdvertisementrightsforMahadevapuraZone-1intheBECC.

Ref:TenderNodatedoftheBECCinvitingthebidsforZonewise assignment of the commercial advertisement rights

We hereby confirm that we satisfy the terms and conditions laid out in the tender document.

We have agreed that ..... (insert individual's name) will act as our representative and has been duly authorized to submit the bid in the tender on the subject above. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thankingyou,

Yoursfaithfull

y,

(Signature,nameanddesignationoftheautho

rized

signator

y) For

andonbehalfof.....

ANNEXURE-4
FinancialCapacityoftheBidder

Year/Item	2021-22	2022-23	2023-24	2024-25 (optional)
Turnover				
NetWorth				

Instructions:

1) The Bidder shall attach copies of the audited balance sheets, financial statements and Annual Reports for the years - FY 2021-22, 2022-23, 2023- 24, 2024-25 (optional). The financial statements shall:

   i) ReflectthefinancialsituationoftheBidder;
   ii) Beauditedbyastatutoryauditor;
   iii) Becomplete,includingallnotestothefinancialstatements;and
   iv) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2) NetWorthshallbecalculatedasdefinedundertheIndianCompaniesAct, 2013, as per the audited financial statement is available, will be considered.

3) TheBiddershallalsoprovidethenameandaddressoftheBankerstothe Bidder.

4) The Bidder shall provide an Auditor’s Certificate specifying the turnover and the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.

APPENDIX-II

PowerofAttorneyforSigningofProposal

Knowallmenbythesepresents,we.....(nameofthefirm and address of the registered office) do hereby irrevocably constitute, nominate, appointandauthorizeMr./Ms.(name) .....son/daughter/wifeof ..... and presently residing at..... ,whoispresentlyemployedwithusandholdingthepositionof..... .....,asour true and lawful attorney (hereinafter referred to as the "Attorney") to do in our nameandonourbehalf,allsuchacts,deedsandthingsasarenecessaryorr equired in connection with or incidental to submission of our application for pre-qualification andsubmissionofourbidforthecommercialadvertisementrightsfor

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Zone bythe Bengaluru East CityCorporation(the "BECC") including but not limited to signing and submission ofallapplications,bidsandotherdocumentsandwritings, participate in Pre-Bid and other conferences and providing information/ responses to the BECC, representing us in all matters before the BECC, signing and execution ofall contracts including the Agreementand undertakingsconsequent to acceptance of our bid, and generally dealing with the BECC in all matters in connection with or relating to or arising out of our bid for the said tender and/ or upon award thereof to us and/or till the entering into of the Agreement with the BECC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds andthings done by oursaidAttorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPALHAVEEXECUTEDTHISPOWEROFATTORNEYO NTHIS

.....DAYOF.....,2025

For

.....

(Signature,name,designationandaddress)

Witnesses:
1.
2. (Notarized)

Accepted
… (Signature)
(Name,TitleandAddressoftheAttorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with theprocedure,ifany,laiddownbytheapplicablelawandthecharter

documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholdersresolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalizedby the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-III
Deleted

APPENDIX –IV

BankguaranteeforBidSecurity/ EMD

B.G.No.

Dated:

1) In consideration of you, East City Corporations in the Greater Bengaluru Area, (hereinafter referred to as the "BECC", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed toreceive the Bidof[aCompanyregisteredunderprovisionof the Companies Act, 1956] and having its registered office at[and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Commercial AdvertisementrightsforMahadevapuraZone1intheBECCpursuanttot hetendernodated issued and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office atand one of its branches at (hereinafter referred to as the "Bank"),attherequestoftheBidder,dohereby in terms ofthetender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the BECC an amount of Rs 16,00,000(Rupees Sixteen Lakh Only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if theBiddershallfailtofulfilorcomplywithalloranyofthetermsand conditions contained in the said Bidding Documents.

2) Any such written demand made by the BECC stating that the Bidder is in defaultof the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the BECC is disputed by the Bidder or not merelyonthefirstdemandfromtheBECCstatingthattheamountclaimed is due to the BECC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure ofthe said Bidder to keep its Bid open

during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this

4) Guarantee.However,ourliabilityunderthisGuaranteeshallberestrictedtoan

amountnotexceedingRs16,00,000/- (Rupees SixteenLakhsonly).

5) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreedbetween the BECC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6) We, the Bank, further agree that the BECC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the BECC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the BECC and the Bidder or anydispute pending before any Court, Tribunal, Arbitrator or any other BECC.

7) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8) In ordertogivefull effect tothis Guarantee, theBECCshall be entitled to treat the Bank as the principal debtor. The BECC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validityperiod or the period for conveying acceptance of Letter of Award by the Bidderor the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it againstthesaidBidderandeitherto enforceorforbearfromenforcing anyof the terms and conditions contained in the said Bidding Documents or the securities available to the BECC, and the Bank shall not be released from its liability under these presents by any exercise by the BECC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the BECC or any indulgencebytheBECCtothesaidBidderorbyanychangeintheconstituti on of the BECC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

11) It shall not be necessary for the BECC to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which theBECC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

12) We,theBank,furtherundertakenottorevokethisGuaranteeduring its currency except with the previous express consent of the BECC in writing.

13) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

SignedandDeliveredby____Bank
By the hand of Mr./Ms.its_____andauthorizedofficial.

(SignatureoftheAuthorizedSignatory)
(OfficialSeal)

APPENDIX – V

FINANCIAL BID

Note:

1. There are two types of roads in Annexure-1 (i) Minimum Bid Rate = Rs 70 per Sq Ft permonthand(ii)Minimumbid rate = Rs 75 per Sq Ft per month. The quantum of commercial advertisement space on each type of road is also given. The Bidder shall bid his two rates for each type of road and then upon multiplication with the commercial advertisement space,the value of the bid as total Monthly Advertisement Fee will be calculated. The bidder bidding the highest Total Monthly Advertisement Fee for aZone will be declared as the Highest Bidder and awarded the commercial advertisement rights for the Zone. In case of a tie, draw of lots among the tied bidders will decide the Highest Bidder.
2. Escalation: Incase ofthewinningbidawardedto thebidwinner

Sl. No.	**TypeofRoad**	**Escalation Clause**
1.	Roads in Annexure-1 for which the minimum perSq Foot per month rate prescribed is Rs 70 per Sq Foot per month and for which the winning bid rate is less than Rs 75 per Sq Foot per month	After 3 years from the dateof signing of the agreement the rate shall be increasedto Rs75perSquareFootper month.
2.	In case ofroadsforwhichthewinningbidisnot less thanRs75 perSq Footpermonth	Noescalation.

Financial BidBengaluru East CityCorporation,MahadevapuraZone-1

TypeofRoad	**No of Roads**	**Length of Roads in KM**	**Commercial Ad Space in Square Feet**	**BidRateas Rupeesper SqFootper month**	**Bid (Ad FeeinRs Per Month)**
1	**2**	**3**	**4**	**5**	**6 =4 x5**
Roads with minimum rateofRs70perSq Foot permonth	51	131.95	4,62,800		

Roads with minimum rateofRs75perSq Foot permonth	18	93.15	6,13,800		
				TOTAL =	

Note: Advertisement fee payable to Bengaluru East City Corporation are excluding any
Applicable taxes, which need to be separately and directly paid by the Bid winner
to relevant authorities.

Note: Advertisement fee payable to Bengaluru East City Corporation are excluding any
Applicable taxes, which need to be separately and directly paid by the Bid winner
to relevant authorities.

City Corporation & Zone	No of Roads as per the minimum rate allowed in bid		Length of various roads in KM		Minimum Monthly Advertisement Fee for bid as per (Rate x Length x Ad Space per KM)
	Rs 70/Sqft per month roads	Rs 75/Sqft per month roads	Rs 70/Sqft per month roads	Rs 75/Sqft per month roads	
1	2	3	4	5	6
Bengaluru East Mahadevapura Zone -1	51	18	131.95	93.15	₹7,84,31,000